



Martin O'Malley, *Governor*
Malcolm D. Woolf, *Director*
1623 Forest Drive, Suite 300
Annapolis, MD 21403
p.410.260.7655
800.72.ENERGY
f.410-974-2250
www.energy.maryland.gov

Amendment #2 to Request for Proposals (RFP)
Technical Services Manager
for the Maryland Energy Administration
PROJECT NO. DEXR0400030
October 27, 2009

This Amendment is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (ex. **new language**) and language deleted has been marked with a strikeout (ex. ~~language deleted~~).

1. Amend RFP Section 3.2.10 Task #10 Maryland Energy Efficient Product Incentive Program

MEA plans on handling rebates in the following manner: the Contractor will receive consumer rebate claim requests and bundle them into a batch for a specified time frame (probably a one to two week period), then submit an invoice to MEA for payment to the Contractor. The Contractor shall submit to MEA verification of all rebate claims. MEA will in-turn process the Contractor invoice for payment by the Comptroller. Once the Contractor receives payment from the Comptroller, they will issue consumer rebate checks.

2. Amend RFP Section 3.2.12 Task Orders for Consulting Services as follows:

Some tasks may require the purchase of related materials, **equipment** or supplies. Materials, **equipment** or supplies above and beyond what is required for normal business operations may be requested through the task order process. The Contractor shall include a detailed cost estimate for any materials, **equipment** or supplies as a part of the task order.

All non-expendable equipment procured with funds from this Contract, shall be MEA property and shall be used primarily for work under this Contract. Prior written approval of MEA shall be required for use of the equipment, on a non-interference basis, for other work of the Contractor. The Contractor shall use all effort to care for and maintain the equipment. Upon termination of this Contract, MEA shall determine what disposition

shall be made of the equipment and shall so notify the Contractor within thirty (30) days. Non-expendable equipment is that which costs at least \$500, either as an individual piece, or a group of pieces intended to be used together.

3. Amend RFP Section 31 American Recovery and Reinvestment Act of 2009 (ARRA) Terms and Conditions

31 American Recovery and Reinvestment Act of 2009 (ARRA) Terms and Conditions

31.1 General Information. Funding for this Contract is made available through the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (ARRA or Recovery Act), federal regulations and ARRA implementing guidance from the federal government and the State, as may be revised and updated from time to time (collectively “ARRA Requirements”). Use of ARRA funds comes with significant terms and conditions. The Contractor agrees to abide by all ARRA terms and conditions contained in this Section 32, as well as all ARRA Requirements. The Contractor shall ensure that any sub-recipient of any funds provided through this Contract (including any contractors or subcontractors) complies with the provisions of this Section 31 and all ARRA Requirements. The Contractor agrees that it will comply with all modifications or additional requirements that may be imposed by law, future guidance and clarifications of ARRA Requirements. The Contractor agrees that to the extent ARRA Requirements conflict with State requirements, the ARRA Requirements shall control.

31.2 Failure to Comply. The Contractor agrees that if it or one of its contractors or subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the Contract, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

31.3 Recovery Act Goals. ARRA was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients of ARRA funds shall use them in a manner that maximizes job creation and economic benefit.

The Contractor shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in the Recovery Act itself and as discussed below. The Contractor should begin planning activities for its contractors and subcontractors, including having them obtain a Dun & Bradstreet DUNS number (or updating their existing DUNS record) (see below for more information), and registering with the federal government’s Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, the Contractor must ensure that it and its contractors and subcontractors keep separate records for Recovery Act funds, and ensure those records comply with the requirements of the Recovery Act.

The Federal Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific final procedural requirements for the new reporting requirements. The

State will provide the Contractor (or make the Contractor aware) with these details as they become available. The Contractor must comply with all requirements of the Recovery Act. If the Contractor believes there is any inconsistency between ARRA Requirements and other Contract terms and conditions contained herein, the issues are to be referred to the State for reconciliation.

31.4 NEPA. The Contractor shall not use any part of the funds made available to it by the State pursuant to this Contract for any activity or project that has not been deemed by the United States Department of Energy to be categorically excluded from environmental assessment requirements under the provisions of the National Energy Policy Act (NEPA).

31.5 Segregation of Costs. The Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

31.6 Restrictions of Use of Funds. None of the ARRA-derived funds provided to the Contractor may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

31.7 Access to Records and Interviews. The Contractor agrees that the United States Inspector General or any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or the United States Comptroller General is authorized – (1) to examine any records of the Contractor, any of its contractors or subcontractors, or any State or local agency administering this Contract that pertain to, and involve transactions relating to, this Contract or any subcontract the Contractor awards to contractors or subcontractors; and (2) to interview the Contractor or any officer or employee of its contractors or their subcontractors, or any State or local agency administering this Contract, regarding such transactions. Nothing in this Paragraph shall be interpreted to limit or restrict in any way any existing authority of the United States Comptroller General. The Contractor shall include in all of its agreements with contractors and subcontractors who are performing work funded in whole or in part with ARRA funds pursuant to this award, and shall require all subcontractors to include with lower tier subcontractors, the language provided in this Paragraph.

31.8 Whistleblower Protection. The Contractor and its contractors and subcontractors agree to abide by the requirements of Section 1553 of the Recovery Act, which are summarized below. They include, but are not limited to

A. Prohibition on Reprisals An employee of any non-Federal employer receiving covered funds under ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the federal Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of

- Gross mismanagement of an agency contract or grant relating to ARRA funds;
- A gross waste of ARRA funds;
- A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
- An abuse of authority related to the implementation or use of ARRA funds; or

- A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

B. Agency Action Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

C. Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration

Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

D. Requirement to Post Notice of Rights and Remedies The Contractor and any of its contractors or subcontractors (with employees) receiving ARRA funds shall post notice of the rights and remedies as required therein, including Recovery Act section 1553. More information related to ARRA Whistleblower Protection requirements, including a downloadable poster, can be found at <http://www.oig.dol.gov/recovery/arrawhistleblowers.htm>.

31.9 False Claims Act. The Contractor and any of its contractors and subcontractors shall promptly refer to the United States Department of Energy or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

31.10 Information in Support of Recovery Reporting. The Contractor may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. The Contractor shall provide copies of backup documentation at the request of the State or its designees.

31.11 Reporting and Registration Requirements. The Contractor shall adhere to the following reporting requirements in addition to any other reporting requirements listed herein or otherwise made known to the Contractor by the State

- (a) This Contract requires the Contractor to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.

- (b) The Contractor and its contractors must maintain current registrations in the federal government's Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration. The Contractor should instruct its contractors and subcontractors to obtain DUNS numbers, which the Contractor will collect and report to the State as part of its regular reporting obligations.
- (c) The Contractor shall report to the State no later than the fifth (5th) calendar day of each month, for the previous month's reporting data in which the Contractor receives the assistance award funded in whole or in part by the Recovery Act, the following information, as well as any changes, amendments or modifications to such reporting data:

- Contractor DUNS #
- Other Contractor/Subcontractor DUNS#s
- Award Name and #
- Project Information (to be completed for each project and for each contractor and subcontractor working on a project)
 - Contact Person
 - Alternate Contact Person
 - Street Address
 - City
 - State
 - Zip Code
 - Phone
 - E-mail
 - Fax
 - Federal ID#
 - Congressional District
 - County
 - MBE
 - MBE Goal
 - MBE Commitment Amount
 - MEA Project Manager
 - Target Energy Saved
 - Actual Energy Saved
 - Energy Saved in BTUs
 - Cumulative Number of Hours Worked by Project Employees
 - Number of Hours in Full-Time Employee Schedule
 - Jobs Retained (designate full-time and part-time)
 - Jobs Created (designate full-time and part-time)
 - Description of Jobs Retained and Jobs Created
- Leveraged Funds Amount
- Origin of Leveraged Funds
- Funding Information (to be completed for each project)
 - Requested Amount
 - Award Amount
 - Encumbered
 - Spent
 - Funding Type (i.e. grant, loan, contract)
 - Sector
 - Contract #
 - PO
 - Funding Source
 - Funding Classification
 - Appropriation
 - Program #
 - Fiscal Year
 - Project Description
 - Start Date
 - End Date
- Additional Project Information
 - Low and Moderate Income Participation
 - Number of Participants
- Greenhouse Gas Reductions
 - CO2 lbs
 - CH4 lbs
 - N2O lbs
- Activities (all ARRA funds must be labeled by activity)
 1. Building Codes and Standards
 - Name of code adopted
 - Name of code replaced
 - Number of new and existing buildings covered by code
 2. Number of Building Retrofits

- Number of buildings retrofitted, by sector
- Square Footage of buildings retrofitted, by sector
- 3. Clean Energy Policy
 - Number of alternative energy plans developed or improved
 - Number of renewable portfolio standards established or improved
 - Number of interconnection standards established or improved
 - Number of energy efficiency portfolio standards established or improved
 - Number of other policies developed or improved
 - Types of policies
- 4. Building Energy Audits
 - Number of audits performed by sector
 - Floor space audited by sector
 - Auditor's projection of energy savings by sector
- 5. Energy Efficiency Rating and Labeling
 - Types of energy consuming devices for which energy efficiency rating and labeling systems were endorsed by the recipient
- 6. Government, School and Institutional Procurement
 - Number of units purchased by type
- 7. Industrial Process Efficiency (kwh equivalents)
 - Reduction in natural gas consumption (mmcf)
 - Reduction in fuel oil consumption (gallons)
 - Reduction in electricity consumption (MWh)
- 8. Loans and Grants
 - Number of loans given
 - Monetary value of loans given
 - Number of grants given
 - Monetary value of grants given
- 9. Renewable Energy Market Development
 - Number of solar energy systems installed (hotwater or PV)
 - Size of solar energy systems installed

- Number of wind energy systems installed
- Size of wind energy systems installed
- Number of other energy systems installed (i.e. geothermal, biomass)
- Size of other energy systems installed
- Types of Renewable Energy Systems installed
- 10. Financial Incentives for Energy Efficiency and Other Covered Investments
 - Monetary value of financial incentive by sector
 - Total value of investments incentivized by sector
- 11. Technical Assistance
 - Number of information contacts (i.e. Webinars, site visits, media, fact sheet) in which energy efficiency or renewable were recommended by sector
- 12. Transportation
 - Number of alternative fuel vehicles purchased
 - Number of conventional vehicles purchased
 - Number of new alternative refueling stations emplaced
 - Number of new carpools and vanpools formed
 - Number of energy efficiency traffic signals installed
 - Number of street-lane miles for which synchronized traffic signals were installed
- 13. Workshops, Training and Education
 - Number of workshops, training and education sessions held by sector
 - Number of people attending workshops, training and education sessions by sector
 - Additional Achievements to Note/Miscellaneous Notes

Please list any additional achievements or miscellaneous notes

31.12 Required Use of Maryland Workforce Exchange. This Contract is made possible in whole or in part by federal ARRA monies. To as quickly as possible help achieve the hiring of individuals into jobs that are ARRA-funded in whole or in part, the Contractor and any of its contractors and subcontractors shall

- A. Post all jobs which are to be newly filled, whether for an entirely new job or for an existing job that is currently vacant, on the Maryland Workforce Exchange website of the Maryland Department of Labor, Licensing and Regulation. The link to the applicable website is <https://mwe.dllr.state.md.us/default.asp?SessionUID=a>. Posting shall be done after funding is made available to the Contractor pursuant to this Contract, as part of "start-up" procedures to fulfill the requirements of this Contract.
- B. Continue to post for the duration of this Contract, on the Maryland Workforce Exchange new jobs that are created to perform under this award, and existing jobs that are filled as a result of turnover of existing employees that fully or substantially work under this award.
- C. Stipulate the requirements for posting job openings with the Maryland Workforce Exchange, as per clauses A and B of this Paragraph, as requirements for any sub recipient(s) the Contractor uses in the fulfillment of this Contract.

The requirements to post ARRA-funded job openings on the Maryland Workforce Exchange, as per clauses A, B and C of this Paragraph, are not meant to be the exclusive means for the Contractor or any of its contractors or subcontractors to hire employees. The Contractor or any of its contractors or subcontractors may use any other means of job advertising and recruitment, in addition to the use of the Maryland Workforce Exchange. The Contractor is not required to post on the Maryland Workforce Exchange those jobs the Contractor or its contractors or subcontractors intend to fill with a present employee, a laid-off former employee or a job candidate from a previous recruitment.

31.13 Federal Prevailing-Wage Rate and Buy American. Neither the State nor the Contractor expects or anticipates that any construction work will be performed pursuant to this Contract. In the event the Contractor or any of its contractors or subcontractors engages in construction work funded in whole or in part with ARRA monies made available through this Contract, the Contractor and its contractors and subcontractors will adhere to all federal prevailing-wage rate (Davis-Bacon Act) and Buy American requirements of ARRA.

Issued and authorized by
Maria Ulrich



Procurement Officer